



August 16, 2017

Bradley Crate  
Treasurer  
Donald J. Trump for President, Inc.  
725 5th Avenue,  
New York, New York 10022

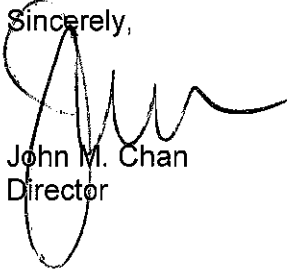
Dear Mr Crate :

On behalf of our entire team, thank you for selecting the Phoenix Convention Center and Venues for your upcoming event. We sincerely appreciate your business and look forward to welcoming you to our facilities.

As a premier convention and entertainment destination, our talented team stands ready to provide you with the highest level of professionalism. It is our mission to provide you with caring service and a memorable experience that will ensure the success of your event.

Again we welcome you, and thank you for the privilege of serving you with our distinctive brand of hospitality.

Sincerely,



John M. Chan  
Director

100 North Third Street  
Phoenix, AZ 85004-2231  
Phone 602.262.6225  
Facsimile 602.495.3642  
phoenixconventioncenter.com

FAMILY OF VENUES

Phoenix Convention Center | Symphony Hall | Orpheum Theatre



City of Phoenix

**EXHIBIT A OF USE AGREEMENT NO. 21584-01**

**Rally**  
**Revision 3**

**Space Rental Charges**

<u>Booked Function Space</u>	<u>Start</u>	<u>End</u>		<u>Amount</u>
<b><u>Monday, August 21, 2017</u></b>				
North Hall A-B - Non-Convention Move-in/Move-out Rate	6:00 AM	11:59 PM	Campaign Rally Move-in	\$3,825.00
North Hall A-E Lobbies - No Charge Rate	6:00 AM	11:59 PM	Registration	\$0.00
North Show Office A - No Charge Rate	6:00 AM	11:59 PM	Show Office	\$0.00
North Show Office C - No Charge Rate	6:00 AM	11:59 PM	Show Office	\$0.00
<b><u>Tuesday, August 22, 2017</u></b>				
North Hall A-C - Non-Convention Rate	6:00 AM	11:59 PM	Campaign Rally	\$9,919.00
North Hall A-E Lobbies - No Charge Rate	6:00 AM	11:59 PM	Registration	\$0.00
North Show Office A - No Charge Rate	6:00 AM	11:59 PM	Show Office	\$0.00
North Show Office C - No Charge Rate	6:00 AM	11:59 PM	Show Office	\$0.00
<b>Space Rental Charges Subtotal:</b>				<b>\$13,744.00</b>

**Equipment & Services / Additional Charges / Estimated Expenses**

Life Safety Review & Inspection Exhibit Hall & Ballroom \$450.00

**Equipment & Services / Additional Charges / Estimated Expenses Subtotal: \$450.00**

**TOTAL RENTAL CHARGES \$14,194.00**

**TOTAL PAYMENTS RECEIVED \$0.00**

**REVISED TOTAL CHARGES \$14,194.00**

**Payment Schedule**

<u>Due Date</u>	<u>Description</u>
August 16, 2017	Rental due upon contract signing
September 26, 2017	Post Event Settlement (Invoice/Credit)

See attached invoice for rental deposit amount. Licensee will be invoiced in accordance with above schedule, however all expenses are due prior to move-in. Licensor reserve the right to issue additional invoices if necessary.

Please initial the exhibits as indicated and return with the signed Use Agreement to our office by August 17, 2017.

Processed in Phoenix, Arizona this Monday, August 14, 2017.



**EXHIBIT A OF USE AGREEMENT NO. 21584-01**

**Rally  
Revision 3**

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**Payment Invoice**

Please remit payment and invoice to:  
City of Phoenix  
Phoenix Convention Center Department  
100 N. 3rd Street  
Phoenix, Arizona 85004

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Donald J. Trump for President, Inc.  
725 5th Avenue  
New York, NY 10022

Invoice Date: **8/16/2017**

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<u>Description</u>	<u>Total</u>
Rental due upon contract signing	<b>\$14,194.00</b>
<b>Total Due:</b>	<b>\$14,194.00</b>

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***Unpaid balances accrue finance charges at the rate of 1.5% per month***

If paying by check, money order or cashiers check, please fill in the information below and enclose the check with the invoice. Please do not send cash in the mail. If you wish to pay with cash, please pay in person at the above address.

**Check #** \_\_\_\_\_ **Check Amount \$** \_\_\_\_\_



**Rally  
EXHIBIT B. 21584-01  
Non Conventions  
TERMS AND CONDITIONS**

The "all-inclusive" usage rates include the following complimentary services and equipment:

1. Based on seasonal climate conditions, reasonable level of interior climate-controlled conditions in the exhibit halls including move-in/move-out days (if applicable).
2. One show management office (subject to availability) with the use of exhibit hall(s), with one local access telephone and one table and chair.
3. Basic level of trash dumpster service: client to pay for additional dumpsters required above basic level of service.
4. One lectern per contracted meeting room or ballroom.
5. One meeting room set-up for each contracted meeting room during contracted period. Room re-sets will incur additional charges.
6. One 8' x 12' riser, one skirted table for head table and one registration table for each contracted meeting room (if applicable).
7. Up to a 28' x 40' stage, two skirted tables for head table and one registration table per contracted ballroom (if applicable). This does not apply to exhibit halls or South Ballroom (which has a 70' x 55' built-in stage).
8. One daily cleaning of each contracted meeting room.
9. Room set-up and equipment required for food service functions (if applicable).
10. Two 20 amp electrical circuits located in each contracted meeting room for audio/video or other equipment. Not applicable for ballrooms, exhibit halls or entertainment requirements.
11. Up to five daily parking passes for show management and staff (if applicable).
12. Complimentary wireless internet in designated public areas (West Building Atrium, North Building metroMarché, South Building Lobby).

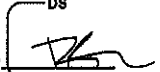
NOTE: All lobbies are public access areas. When used in conjunction with exhibit halls, these areas may be used for registration, but they must remain accessible to the general public during any event activity. Licensor reserves the right to control all lobbies.

Provision of equipment subject to available Phoenix Convention Center inventory levels and provided on a first-come basis. Revisions to basic service inclusions are subject to Licensor's sole discretion.

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City of Phoenix

**PAYMENT TERMS**

1. Licensee agrees to pay the Licensor without demand any sums that may be due on or before all due dates in lawful money of the United States of America, by cash, check, cashier's check, money order, certified check, or credit card.
2. Licensee agrees to pay a non-refundable rent in conjunction with the signing of this Agreement. After payment of the aforementioned, the remaining unpaid balance is due and payable according to payment plan outlined in Exhibit A.
3. Licensee agrees to pay for all planned and/or estimated expenses prior to event move-in. **Any services, accommodations, equipment and/or materials requested between the 14<sup>th</sup> day through the end of the event including any on-site orders must be paid for at the time of order.** Any overpayment for estimated expenses will be refunded at event settlement. Finance charges of 1.5% per month accrue on any unpaid balance. Any unused portion of this deposit will be refunded within 30 days of the close of the event.

**CANCELLATION POLICY**

Deposits and payments are non-refundable. Cancellation of event will result in the following cancellation fees:

- From the date of signing this Use Agreement until the first contracted date, the cancellation fee is **100%** of the total contracted Use Agreement charges.

**Release of any contracted event space will cause Licensee to be liable for damages as outlined in the Exhibit A, Space Rental Charges section.**

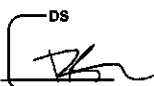
**CHANGES TO THE USE AGREEMENT**

1. **Additional Language Section 20 of the Use Agreement, SOLICITATIONS:** No collections or donations, whether for charity or otherwise, may be made, attempted or announced on the Licensed Premises without prior written approval of the Licensor, unless the collection or donation is a freewill offering in conjunction with a religious service. Licensee is hereby exclusively authorized to sell, distribute, or exchange for campaign contributions campaign merchandise, memorabilia, or souvenirs at the Event, and may encourage or undertake the general solicitations of campaign contributions at the Event.

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Initials 



City of Phoenix



**USE AGREEMENT NO. 21584-01**  
**Rally**

The City of Phoenix, Arizona, through the **Phoenix Convention Center Department ("PCCD")**, as "**Licensor**," grants to **Donald J. Trump for President, Inc., 725 5th Avenue, New York, New York 10022**, as "**Licensee**", the right to use the premises described in Exhibit A (the "Licensed Premises"), on the terms in this Use Agreement entered into on this **August 14, 2017**. The Licensed Premises must be used for no purpose other than that contemplated by Exhibit A without the prior written consent of Licensor. The Schedule of Events also sets forth the time period for which Licensee has the right to use the Licensed Premises, the related charges, and the provisions for the cancellation of this agreement.

1. **ACCESS.** Licensee will have a general right of access to the Licensed Premises through the halls and corridors not covered by its license as necessary. Licensee acquires no rights of occupancy or other use of the halls and corridors, or to any other space that is not specified in Exhibit A.
2. **CONFLICT OF INTEREST.** This Use Agreement is subject to cancellation by the Licensor pursuant to Section 38-511, Arizona Revised Statutes.
3. **NOTICE.**
  - a) Any notice, or other communication ("Notice") in this Use Agreement must be in writing and either (i) delivered in person, (ii) sent by electronic mail, (iii) sent via facsimile, (iv) deposited in the United States mail, postage prepaid (registered or certified mail), return receipt requested, (v) or deposited with any commercial air courier or express service; in any case addressed as follows:
    - i) If intended for Licensee:  
Donald J. Trump for President, Inc.  
725 Fifth Ave.  
New York, NY 10022  
Attn: Brad Crate  
Telephone: (     )  
FAX: (     )
    - ii) If intended for Licensor:  
Phoenix Convention Center  
100 N. 3<sup>rd</sup> Street  
Phoenix, Arizona 85004  
Telephone: (602) 262-6225  
FAX: (602) 495-3642
  - b) Notice will be deemed received at the time it is personally served, or on the day it is sent by electronic mail or facsimile, or on the second day after its deposit with any commercial air courier or express service, or 10 days after the notice is deposited in the United States mail. Any applicable time periods will be computed from the time the notice is deemed received. Either party may change any of its contact information by notifying the other party as provided above.
4. **GOVERNING LAW.** This Use Agreement will be governed by Arizona law, notwithstanding its provisions respecting conflicts of law. Any litigation must be brought only in, and both parties consent to the jurisdiction of, state or federal courts within Maricopa County, Arizona.

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Phoenix, AZ 85004-2231  
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City of Phoenix



Phoenix Convention Center  
USE AGREEMENT NO. 21584-01  
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**5. RULES AND REGULATIONS.**

- a) Licensee will pay the prevailing rates established for labor, services and equipment contracted to support its event, and will otherwise adhere to the Facility Guide policies and procedures in effect at the time of the execution of this Use Agreement. A copy of the Facility Guide is attached as Exhibit C.
- b) Space usage includes those portions of the Phoenix Convention Center specified in Exhibit A and non-exclusive use of adjacent common public lobby areas, general house lighting, reasonable heating or air conditioning, and any additional services or equipment specified herein.
- c) Licensee is required to furnish in writing, by close of business on August 17, 2017, any information requested by the Licensor such as certificate of insurance, room set specifications, equipment requirements, etc. Failure to provide such information when required will result in additional fees assessed by the Licensor.
- d) Deposits and payments are non-refundable except when Licensor is unable to deliver possession of the facilities as specified herein.
- e) If Licensee exceeds the move-out time defined in this Use Agreement, prevailing hourly overtime fees will apply. Usage of facility space solely on an overtime basis is not allowed. If excessive extension of time beyond the contracted move-out time is anticipated, the Licensor reserves the right to remove and store the Licensee's property, at Licensee's sole expense, risk and liability, to ensure Licensor's other contractual space commitments are satisfied.
- f) **If the Use Agreement, deposits and/or balance and insurance certificate are not received by the dates specified, this Use Agreement is subject to immediate cancellation, without notice, at the sole discretion of the Licensor.**

**6. EXCLUSIVE CONTRACTUAL SERVICES.** Licensor hereby reserves for the Phoenix Convention Center, Symphony Hall and Orpheum Theatre (collectively, the "Phoenix Convention Center and Venues") the sole and exclusive right to provide the following services in connection with Licensee's event: food and beverage concessions (fixed and portable stands), catering services, parking, ~~ticket office and ticketing services~~, exhibit utility services, telephone, internet, rigging, event security services, ushering services and automated teller machine services (the "Exclusive Services"). Licensee is required to procure any Exclusive Services from Licensor (or its designee) and Licensor (or its designee) alone. The sale, resale, or providing of any Exclusive Services by the Licensee or any entity other than Licensor (or its designee) is prohibited, except with the prior written consent of the Licensor.

**7. EVENT SECURITY.** Licensee is responsible, at its sole expense, for employing private event security and off duty police personnel as required and approved by Licensor's Security Systems Manager. Licensee must also comply with all applicable Phoenix Fire Department regulations concerning occupancy, exhibits and procedures as outlined in the City of Phoenix Fire Code. Licensee's is responsible for developing an emergency plan for Licensee's event, safely coordinating the movement of all vehicles, including the move-in/move-out process, controlling access, investigating and reporting incidents such as injuries or losses, and coordinating with house security to ensure the general safety and security of Licensee's show. Event security must be onsite from the beginning to the end of Licensee's contract times. Licensee's final security plan must be submitted to the Phoenix Convention Center Security Supervisor, who has full authority and discretion to approve or amend Licensee's security schedule, ~~except as to United States Secret Service operations.~~

**8. INSURANCE.** Licensee and all subcontractors must procure and maintain, for the duration of this Use Agreement, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Use Agreement.



**Phoenix Convention Center**  
**USE AGREEMENT NO. 21584-01**  
**Rally**  
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The insurance requirements herein are minimum requirements for this Use Agreement and in no way limit the indemnity covenants contained in this Use Agreement. Licensor in no way warrants that the minimum limits contained herein are sufficient to protect the Licensee from liabilities that might arise out of this Use Agreement. Licensee is free to purchase additional insurance as Licensee determines necessary.

- a) **Minimum Scope and Limits of Insurance:** Licensee must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**Commercial General Liability – Occurrence Form**

Policy must include bodily injury, property damage and contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Damage (Damage to Premises)	\$ 100,000

The policy must be endorsed to include the following additional insured language: "**The City of Phoenix shall be named as an additional insured** with respect to liability arising out of the use and/or occupancy of the property subject to this Use Agreement."

**Automobile Liability**

Required when vehicles or mobile equipment are used as part of the event, or are associated with move-in or move-out, utilizing the loading dock and/or freight elevators.

Combined Single Limit (CSL)	\$1,000,000
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The policy must be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Licensee, including automobiles owned, leased, hired or borrowed by the Licensee."

If Licensee fails to provide Automobile Liability Insurance when required, access to loading docks will be denied.

- b) **Additional Insurance Requirements:** The policies must include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix will be an additional insured to the full limits of liability purchased by the Licensee even if those limits of liability are in excess of those required by this Use Agreement.

The Licensee's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.

- c) **Notice of Cancellation:** For each insurance policy required by the insurance provisions of this Use Agreement the Licensee must provide to the Licensor, within two (2) business days of receipt, a notice if a policy is suspended, voided, or canceled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to: **Phoenix Convention Center, Attention Event Manager.**
- d) **Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI.





**Phoenix Convention Center**  
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**Rally**  
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The Licensors in no way warrants that the above-required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

- e) **Verification of Coverage:** Licensee will furnish the Licensors with certificates of insurance (ACORD form or equivalent approved by the Licensors) as required by the Use Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Licensors before the Use Agreement commences. Each insurance policy required by this Use Agreement must be in effect at or prior to commencement of this Use Agreement and remain in effect for the duration of the Use Agreement. Failure to maintain the insurance policies as required by this Use Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Use Agreement must be sent directly to the **Phoenix Convention Center Department, Attention Event Manager, 100 N. 3<sup>rd</sup> Street, Phoenix, AZ 85004**. The City Department, Use Agreement number and location description are to be noted on the certificate of insurance. The Licensors reserve the right to require complete, certified copies of all insurance policies and endorsements required by this Use Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- f) **Subcontractors:** Licensee's certificate(s) must include all subcontractors as additional insureds under its policies. All coverage for subcontractors is subject to the minimum requirements identified above.

**9. DAMAGE TO BUILDINGS AND CONTENTS.**

- a) Licensee will compensate Licensors for the full amount of any damage to the buildings, furnishings, fixtures or equipment caused by the Licensee or Licensee's exhibitors, guests or contractors; except for ordinary wear and tear. At Licensee's request, Licensee (and/or its service contractor) and Licensors will conduct a joint inspection of the facility prior to move-in for the purpose of noting existing damage, if any. At the conclusion of the event, the Licensee and/or its service contractor will, together with the Licensors, jointly inspect the facility for event-related damage. Failure of Licensee or its service contractor to participate in such inspection will be considered a waiver of Licensee's right to participate and Licensors alone will make the inspection. The Licensors will notify Licensee within a reasonable time as to the extent of damage and cost of repair.
- b) No decorative or other materials may be attached to any part of the building in a manner that may damage the building. All decorative or other materials must be of a noncombustible type or be suitably treated with a flame retardant approved by the Licensors. No person may bring, exhibit or set off fireworks or explosives in the facility or other City property without the prior written consent of the Licensors and a permit from the City of Phoenix Fire Department. Damages to the facility will be repaired at the sole cost and expense of the Licensee. Users may be required to make suitable arrangements with the Director for the protection of the Licensors' property.

- 10. INDEMNITY.** Licensee shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Licensee or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to Licensee's occupancy and/or use of the Licensed Premises or other Licensors facilities. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Licensee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court



**Phoenix Convention Center  
USE AGREEMENT NO. 21584-01**

**Rally**

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decree. Licensee must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Licensee will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration for the rights granted it under this Use Agreement, Licensee waives all rights of subrogation against Indemnitee for losses arising from the use, occupancy or condition of the Licensed Premises or other areas accessed by Licensee in connection with this Agreement. The obligations of Licensee under this provision survive the termination or expiration of this Use Agreement.

11. **ASSIGNABILITY, SUBLICENSE.** Licensee may not assign or sublicense the Licensed Premises, any part thereof, any area therein, or any rights under this Use Agreement; except to exhibitors as contemplated by this Use Agreement.
12. **CONDITION OF LICENSED PREMISES.** Licensors will provide the Licensed Premises in a clean, habitable condition and in the basic configuration for which Licensee has contracted. In the event Licensee finds it necessary to remove or change the location of any stage, rigging or equipment, such changes will be made at Licensee's expense, and Licensee must change all equipment, stages and rigging back to the condition in which it was found. Licensee may not make any permanent changes or alterations to any Licensors facilities or property without the prior written approval of the Licensors. At the termination of this Use Agreement, Licensee must at once surrender possession of the Licensed Premises with all of the Licensee's exhibitors' and Licensee's contractors' equipment and materials removed.
13. **OBJECTIONABLE USES OR PERSONS.** Any use of the Phoenix Convention Center and Venues (including the Licensed Premises) that is contrary to public policy, or not in the best interests of the Licensors, or is illegal will be a violation of this Use Agreement and will be grounds for immediate revocation of this Use Agreement. Any person(s) whose conduct is disorderly or disruptive to the use of the facilities, or is illegal, may be refused entrance or may be immediately ejected. The Licensee will indemnify, defend, and hold harmless the Licensors from any Claims resulting from such action.
14. **CONTROL OF PREMISES.** All facilities will at all times be under the control of Licensors, which reserves the right to designate individuals who may enter the Licensed Premises at any time.
15. **UNAVAILABILITY OF PREMISES.** If any portion of the Licensed Premises is unavailable for occupancy at the commencement or during the term of this Use Agreement due to fire, casualty, acts of God, strikes, national emergency or other cause beyond the control of Licensors, this Use Agreement and the related obligations of Licensors and Licensee will terminate, and Licensee waives any claim against Licensors for damages by reason of such termination; provided, however, that any unearned portion of the fees due will abate, or, if previously paid, will be promptly refunded to Licensee following the termination of this Use Agreement by Licensors.
16. **LIABILITY FOR LICENSEE'S PROPERTY.** The Licensors does not, and shall be under no obligation to, receive or handle deliveries of any kind for or on behalf of the Licensee. Property may not be received until Licensee has made proper arrangements for receiving, handling and storage of such materials. Notwithstanding the foregoing, neither the Licensors nor its officials, agents, employees, or contractors will be liable for any loss, damage or injury to property of any kind that is shipped to, delivered to, received by, or handled by the Licensors, its officials, agents, employees, or contractors or stored in or on the Licensed Premises.
17. **PERMITS, LICENSES AND TAXES.**
  - a) Licensee is responsible for obtaining all applicable permits and licenses required by Federal, State, County, or City law(s), and may be subject to inspection by appropriate government agencies.



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**Rally**

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- b) Licensee (and/or its exhibitors) may be subject to PLT under the City of Phoenix Tax Code for certain taxable activities such as Commercial Rental/Leasing/Licensing, Admissions/Amusements and Retail Sales. For complete information on licensing and applicable PLT, Licensee should contact the City of Phoenix Finance Department, Tax Division at (602) 262-6785, option 4.
  - c) A Life Safety Fee will be assessed to review floor plans and conduct inspections for approval by the Licensors and City of Phoenix Fire Departments' Fire Prevention Division for events with exhibits, as well as for some special events.
- 18. OBSERVANCE OF LAW.** Licensee must comply with all applicable federal, state and local laws and ordinances, and also any rules promulgated by Licensors. Violations of such laws, ordinances, or rules by the Licensee may result in cancellation of the Use Agreement and discontinuance of Licensee's use of the facilities unless satisfactory compliance is assured. Without limiting the foregoing, the Licensors reserves the rights to (i) provide notice regarding any component of Licensee's program of which Licensors is aware that may violate any laws, ordinances, rules and regulations (a "Violation") and (ii) require Licensee to cease and/or avoid such Violation.
- 19. INTELLECTUAL PROPERTY.** Licensee accepts total responsibility for the use of any composition, work or other material covered by copyright, trademark, patent or other intellectual property rights and will indemnify, defend, save and hold harmless the City and its officers, agents, volunteers, contractors, and employees from all Claims arising or alleged to have arisen from Licensee's use of any material subject to intellectual property rights.
- 20. SOLICITATIONS.** No collections or donations, whether for charity or otherwise, may be made, attempted or announced on the Licensed Premises without prior written approval of the Licensors, unless the collection or donation is a freewill offering in conjunction with a religious service. **Additional Language, reference Exhibit B**
- 21. ADDITIONAL OR UNSPECIFIED ITEMS.** The Licensors reserves the right to impose any additional rules, regulations, or use arrangements, whether or not expressly provided herein, which are necessary for the operation of the Phoenix Convention Center and Venues to (i) ensure compliance with federal, state, or local law, or (ii) mitigate or avert an imminent risk of personal injury or property damage. Licensee agrees to comply with any such additional rules, regulations, or use arrangements.
- 22. GOOD FAITH NEGOTIATION.** The Parties agree to first attempt in good faith to settle any claim or dispute arising out of this Use Agreement through negotiation.
- 23. DEFAULT.** If Licensee fails to perform any of its obligations, Licensors may give Licensee notice of default allowing a reasonable time to cure or remedy the default. If the default is not remedied to the satisfaction of Licensors within the time specified by Licensors, then Licensee may be declared in default, and its contract rights may be immediately terminated. At the direction of Licensors, Licensee must promptly vacate the Licensed Premises and will have no further right to remain and will forfeit all rights to any money due or paid Licensors in the form of fees, deposits or insurance.
- 24. SAFETY.** It is the responsibility of Licensee to familiarize exhibitors and employees with the safety procedures and regulations governing the facility used by Licensee. Licensee will instruct exhibitors and employees on the building evacuation plan in the event of fire or other disaster and formulate a specific plan to evacuate any person with a disability among them.



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- 25. DISCRIMINATION.** Licensee may not discriminate against any person, or directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication which states or implies that any facility or service will be refused or restricted because of sex, race, color, religion, ancestry, national origin or disability or that any person, because of sex, race, color, religion, ancestry, national origin or disability would be unwelcome, objectionable, unacceptable, undesirable or not solicited.
- 26. AMERICANS WITH DISABILITIES ACT (ADA).** Licensor warrants that the Phoenix Convention Center and Venues, as places of "Public Accommodation," comply with ADA facility requirements. Licensor will hold Licensee harmless from any ADA violations arising from the design and condition of the basic structures of such facilities. Licensor can upon request inform Licensee of organizations who can provide advice, auxiliary aids, and services required by the ADA. Licensee will comply with ADA requirements in its use of the Licensed Premises.
- 27. SEVERABILITY.** If any provision of this Use Agreement is declared invalid or unenforceable, the remainder of the provisions will continue in full force and effect to the fullest extent permitted by law.
- 28. OTHER EVENTS.** At the request of the Licensee, the Licensor will provide complete disclosure of contracted events in the facility over the same or overlapping dates of the Licensee's event at the time of Use Agreement negotiations and thereafter.
- 29. EXHIBITS.** By signing this Use Agreement, Licensee acknowledges that it has received and read the following Exhibits which are attached to and made a part of this Use Agreement:
- a) Exhibit A – Schedule of Events
  - b) Exhibit B – Additional Terms and Conditions
  - c) Exhibit C – PCCD Operational Policy and Procedures (Facility Guide)
- 30. USE AGREEMENT CONTINGENCIES.** This Use Agreement is not binding until it has been signed by Licensee and sent to Licensor via electronic mail, facsimile transmission, or U.S. mail, or been hand delivered, and countersigned by the Director AND the required deposit is received. For security reasons, any sums received for this event will be immediately deposited. In the absence of the Director's signature to this Use Agreement, the depositing of funds alone does not create a binding contract.
- 31. ORGANIZATIONAL EMPLOYMENT DISCLAIMER:** This agreement establishes only a license to use certain Licensor-owned premises. It is for the mutual benefit of the parties and not for the benefit of any other person or entity. This agreement does not establish any relationship of agency, employment, or independent contractor between Licensor and Licensee.

[Signature page to follow]




In consideration of the foregoing, this Use Agreement has been processed in Phoenix, Arizona, on this **August 14, 2017** on behalf of **Phoenix Convention Center Department**.

**Donald J. Trump for President, Inc. (Licensee)**

**City of Phoenix (Licensor)**

DocuSigned by:  
By:   
**Bradley Grate**  
**Treasurer**  
**725 5th Avenue**  
**New York, NY 10022**

DocuSigned by:  
By:   
**John M. Chan**  
**Director**  
**Phoenix Convention Center**

August 15, 2017 | 7:20 PM EDT

8/15/2017

**Date Signed by Licensee**

**Date Contract Executed by Licensor**

Sales Manager: Bianca Hernandez

Reviewed by: xSusan Watson

100 North Third Street  
Phoenix, AZ 85004-2231  
Phone 602.262.6225  
Facsimile 602.495.3642  
phoenixconventioncenter.com

**FAMILY OF VENUES**

Phoenix Convention Center | Symphony Hall | Orpheum Theatre



City of Phoenix